

1 UNITED STATES DISTRICT COURT
2 DISTRICT OF NEVADA

3 * * *

4 STATE FARM MUTUAL AUTOMOBILE
5 INSURANCE COMPANY, an Illinois
6 corporation,

7 Plaintiff,

8 v.

9 LAURA SERRANO-QUEZADA, an
10 individual; CHRISTIAN CARRILLO, an
11 individual; NATHALY MEDINA, an
12 individual; JORGE RICARDO ORTIZ
13 MARTINEZ, an individual; JULIA VIDELA,
14 individually, and as the heir of Vanessa
15 Calderon and as executor of the Estate of
16 Vanesa Calderon; GEORGE CALDERON, as
17 the heir of Vanessa Calderon; DOES 1-20 and
18 ROE CORPORATIONS 1 - 20, inclusive,

19 Defendants.

Case No. 2:17-cv-02250-APG-VCF

**ORDER GRANTING MOTION FOR
SUMMARY JUDGMENT**

(ECF No. 45)

20 Plaintiff State Farm filed a motion for summary judgment. Defendants Nathaly Medina and
21 Jorge Ricardo Ortiz Martinez filed a "Non-Opposition" to the motion, stating "that they do not
22 oppose State Farm's Motion for Summary Judgment [and] have no opposition to the entry of orders
23 granting the relief sought by State Farm in the . . . motion." ECF No. 47 at 1-2. None of the other
24 defendants filed a response to the motion.

25 The motion sets out the undisputed facts, which I adopt and summarize below. On June 5,
26 2016, defendant Christian Carrillo drove a 1998 GMC Sierra pickup truck registered to and owned
27 by defendant Laura Serrano-Quezada. Defendants Medina and Martinez were passengers in the
28 GMC Sierra. Carrillo ran a red light and crashed into a 2014 Sonata, killing the driver of the Sonata
and injuring Medina and Martinez. Medina and Martinez filed a state court lawsuit (the Medina
Action) asserting claims against Carrillo and Serrano. State Farm insured the GMC Sierra, so it is
providing a defense to Carrillo and Serrano in that case.

State Farm also issued to Serrano policy No. 0925223-E01-28A, insuring a 2015 Chevrolet
C-1500 (the Chevy Policy). The Chevy was not involved in the accident. State Farm filed this

1 lawsuit seeking a declaration that it owes no coverage, defense, or indemnity under the Chevy
2 Policy to any of the defendants in this case.

3 The GMC Sierra was not an insured vehicle under the Chevy Policy. Thus, any loss related
4 to the GMC Sierra is not covered by the Chevy Policy, and State Farm is under no duty to defend
5 or indemnify Carrillo or Serrano under the Chevy Policy with regard to the Medina Action. State
6 Farm is thus entitled to summary judgment on its claim for declaratory relief.

7 IT IS THEREFORE ORDERED that State Farm's motion for summary judgment (**ECF**
8 **No. 45**) is **GRANTED**.

9 IT IS HEREBY DECLARED that State Farm has no duty to defend or indemnify Christian
10 Carrillo or Laura Serrano-Quezada under its policy No. 0925223-E01-28A for any claims arising
11 from the accident occurring on June 5, 2016, including the Medina Action.

12 DATED THIS 21st day of March, 2018.

13 

14 _____
15 ANDREW P. GORDON
16 UNITED STATES DISTRICT JUDGE
17
18
19
20
21
22
23
24
25
26
27
28